



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

Management of Parking Garages

REQUEST FOR PROPOSAL (RFP) No. 17041MW

05/2017

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS	4
1.01 Communications Regarding this Project	4
1.02 RFP Schedule	4
1.03 Pre-Proposal Meeting	4
1.04 Site Visit.....	4
1.05 Submitting a Proposal.	5
1.06 Required Proposal Contents.	5
1.07 Items that Disqualify a Vendor Immediately.	6
1.08 Criteria.....	6
SECTION 2 – SCOPE OF PROJECT	7
2.01 Intent	7
2.02 Scope of Work / Project Requirements.	7
2.03 Background	8
2.04 Term.....	9
2.05 Bidder Qualifications	9
2.06 Use of Premises.....	9
2.07 Rights, Responsibilities, and Obligations of Vendor	10
2.08 Rights, Responsibilities, and Obligations of Vendor	10
2.09 Improvements.....	12
2.10 Hours of Operation.....	13
2.11 Capital Bank Account	13
2.12 Expenses	13
2.13 Personnel.....	15
2.14 Maintenance	15
2.15 Rates and Charges	16
2.16 Performance Bond.....	16
2.17 Insurance and Indemnity	16
2.18 Discrimination.....	17
2.19 Termination.....	17
2.20 Right of Inspection.....	18
2.21 General Provisions	18
2.22 Pricing Structure.	20
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS	20

3.01	Tax Exemption.....	20
3.02	Proposer Affidavit.	20
3.03	Procurement Enhancement Program.	20
3.04	Proposer’s Financial Obligation to the City.....	20
3.05	Proposer’s Incurred Costs.	20
3.06	Affirmative Action Assurance (AAA).....	21
3.07	Standard Agreement Terms for Professional Services.....	21
ARTICLE 1.	TERM	21
ARTICLE 2.	SERVICES TO BE PERFORMED BY CONTRACTOR	21
ARTICLE 3.	COMPENSATION	21
ARTICLE 4.	CITY’S RESPONSIBILITIES.....	21
ARTICLE 5.	STANDARD OF CARE	21
ARTICLE 6.	INDEMNIFICATION.....	22
ARTICLE 7.	INSURANCE	22
ARTICLE 8.	OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY	22
ARTICLE 9.	TERMINATION	22
ARTICLE 10.	STANDARD TERMS	23
A.	DELAY IN PERFORMANCE.....	23
B.	GOVERNING LAW AND VENUE.....	23
C.	COMMUNICATIONS	23
D.	EQUAL EMPLOYMENT OPPORTUNITY.....	24
E.	WAIVER	24
F.	SEVERABILITY	24
G.	INDEPENDENT CONTRACTOR.....	24
H.	ASSIGNMENT.....	24
I.	THIRD PARTY RIGHTS	24
J.	AMENDMENT	24
K.	POLITICAL CONTRIBUTIONS	25
L.	INTEGRATION	25
EXHIBIT A –	LETTER OF TRANSMITTAL.....	26
EXHIBIT B –	REFERENCES FOR PROPOSING COMPANY	1
EXHIBIT C –	PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM	1

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Melissa Wilson, CPPB
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4039
Fax: (937) 234-1600
E-Mail: Melissa.Wilson@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	May 26, 2017
Notify City of Intent to Attend Pre-Proposal Meeting	3:00 PM local (Dayton OH) time on May 31, 2017
Pre-Proposal Meeting:	Meeting will be at City Hall, 5 th Floor, Rm 514 at 1:00 PM local (Dayton OH) time on June 1, 2017
Site Visit:	Site visit will be at City Hall- will immediately follow pre-proposal meeting
Last Day to Submit Questions:	12:00 PM local (Dayton OH) time on June 7, 2017
Written Responses to Questions:	June 9, 2017
Due Date for Proposals:	2:00 PM local (Dayton OH) time on June 20, 2017:
Contractor is Selected:	Anticipated by June 30, 2017
Contract is Awarded:	Anticipated be in June 30, 2017
Notice to Proceed Issued:	Anticipated be in July 1, 2017

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **VOLUNTARY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal
- Review the City's Procurement Enhancement Plan (PEP) procedures
- Answer questions

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend.

1.04 SITE VISIT. The City shall conduct a Site Visit. The date and location of the site visit is listed in Section 1.02 (RFP Schedule). The intent of the site visit is to:

- Review the Project Location and site conditions
- Answer questions

This may be the only opportunity for the Contractors to visit the project location. Each proposer should limit representation at the site visit to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the site visit and how many persons will attend.

1.05 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and **4** copies of their written proposal and **1** complete proposal submitted on a flash drive. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.17041MW – Management of Parking Garages
City of Dayton, Division of Purchasing, Room 514
Melissa Wilson, CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by time/date on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.08 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria for Services		
Item	Description	Percentage Possible
1	Cost/Price	20%
2	Previous Experience/ References	20%
3	Key Personnel for this Project	10%
4	Quality: Solutions/Innovation/ Reliability	30%
5	Perform Within Time Limits	10%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	Total Points	100%

Evaluation Criteria Details:

- 1.) Cost/Price- This structure shall be aligned as all the costs associated with the management of the parking garage facilities as indicated in the scope of work. Any and all known elements shall be clearly defined in this section. If there are any recommend cost savings opportunities, these shall be listed in and reviewed in regards to this section. All of these factors will be taken into account to determine best value placements.
- 2.) Previous Experience-List 3-5 similar size and scope projects that illustrate vendors' capabilities and history of performing the tasks as requested in the scope of work. These examples/references shall include the

title, location, summary of the project, and reference information (Name, Title/Role, phone number, email address) for an individual associated with that experience.

- 3.) Key Personnel- It is very valuable to the City that there are subsets of key dedicated personnel assigned to the City throughout the various stages of the process and a lead contact person for the entirety of the project. This will include review of the provided resumes and staff information.
- 4.) Quality: Solutions/Innovations/ Reliability- This section will be reviewed based on the totality, completeness and innovation of the provided solution. The City of Dayton is looking for an innovative solution; something that could take the project to a more efficient, effective and cost conservative level and still provide excellent customer service to the Cities' customers.
- 5.) Perform within Time Limits: The City of Dayton is looking for a concise, efficient but realistic time frame for the totality of the project. This should include any applicable change over between current providers and the proposing vendor. A project time line shall be submitted as part of the vendor's response.
- 6.) Dayton Local & PEP Certified Vendor - All of this information can be found in detail at www.daytonhrc.org .

SECTION 2 – SCOPE OF PROJECT

2.01 INTENT

It is the intent of these specifications, terms and conditions to broadly define and describe professional parking garage management services required to operate and manage two (2) of the City of Dayton's parking facilities.

The City intends to award a five-year agreement(s) (with optional renewal) to the proposer(s) determined to be the most responsive, responsible and qualified proposer(s) as evaluated using the criteria and weights previously listed.

2.02 SCOPE OF WORK / PROJECT REQUIREMENTS.

The City of Dayton seeks innovative, functional, well qualified, experienced and professional parking garage management services proposals to comprehensively manage parking garage operations and facilities in accordance with minimum requirements broadly defined within this RFP that are to be performed at two (2) City owned parking facilities. The successful vendor(s) shall manage operations at one (1) or more of these two (2) parking facilities of the following size, at the following locations:

1. Municipal Parking Garage, approx. 675 total spaces, and 575 useable spaces for the general public, 123 West Third Street, Dayton, Ohio 45402
 2. Transportation Center, approx. 1405 total spaces, and 1305 useable space for the general public, 114 E. Fourth Street, Dayton, Ohio 45402
- Ground level parking is not a part of the Public Parking Facilities and said area is not included in this Agreement.

Additionally, definition of these facilities shall include the following areas:

1. All areas within and immediately adjacent to the parking facilities and structures listed previously, including, but not necessarily limited to all driveways, entrance and egress parking ramps, parking decks and spaces, public spaces, sidewalks, grounds (including landscaped areas), Skywalk (Transportation Center, only) and driveways, unless otherwise specifically excluded, herein

These facilities are currently operated on an automatic fee collection system with three (3) entrance/exit gates at each facility. However, the City reserves the right to change the number of operational gates at either of the facilities, at any time.

Proposals shall specify proposed schedule, methods and assurance upon which the City may confidently rely to ensure facilities are:

1. Routinely and professionally maintained in a neat, clean, organized, customer satisfying manner
2. Sweeping, debris removal, waste management lighting (maintenance, repairs, replacement{s}) no less than 3 times a week
3. Cleaning/treatment/remediation of heavy and/or hazardous oil, grease, fuel, or other leaked, spilled and/or otherwise deposited waste substance spots

2.03 BACKGROUND

Parking Facility Descriptions:

Municipal Parking Garage

The Municipal Parking Garage is a seven (7) story parking structure located at 123 West Third Street, Dayton Ohio. It operates twenty-four (24) hours a day seven (7) days a week. The garage must be staffed Monday-Friday from 6:00AM. – 8:00PM. Staffing for the purposes of this agreement is defined as having the appropriate people to perform the activities as defined in this RFP. The Municipal Parking Garage has a parking capacity of approximately 675 spaces, 100 spaces are designated for monthly pass holders; 575 are designated for daily parking. 46 ground level spaces are reserved for City use (not public parking) and are included in this scope of work. For pass holders, the Municipal Parking Garage is controlled by a proximity card reading system. Daily users are required to pull a parking ticket from a dispensing machine to activate an entry gate; upon departure they are required to pay at either the Pay-on Foot kiosk or the automated kiosk located at the exit gates.

Transportation Center

The transportation Center is a five (5) story parking structure located at 114 E. Fourth Street, Dayton Ohio. It operates twenty-four (24) hours per day and should be staffed accordingly. The 1405 space capacity of the Transportation Center accommodates both monthly (app. 100) and transient parkers, that may include Specialty vehicles. For pass holders, Transportation Center garage is controlled by a proximity card reading system. Daily users are required to pull a parking ticket from a dispensing machine to activate an entry gate; upon departure they are required to pay at either the Pay-on Foot kiosk or the automated kiosk located at the exit gates.

City of Dayton Transportation and Municipal Garage Site Description

Both parking facilities are equipped with SKIDATA Parking Equipment, owned by the City of Dayton, installed by Linkology. The two sites share one server located in the parking office at Transportation Center Garage with data communications via wireless Point to Point bridge. The system is also setup with validation accounts; several have Kiosks connected over a web application SWEB (SKIDATA Validation Setup). This equipment, if proposed to continue to be used, shall be fully and professionally maintained and supported by the selected vendor. It is not, however, required that this existing equipment be utilized. Proposals may offer replacement equipment, equipment setup and/or configuration. All proposals will be evaluated in accordance with the criteria and relative weights, previously disclosed.

NOTE: Refer to Section 2.21 regarding Payment Card Industry ("PCI") compliance.

Transportation Center Garage:

- ☐ (3) Entry Lanes – SKIDATA Power.Gates
- ☐ (3) Entry Barriers with Folding arms – SKIDATA Barrier.Gates
- ☐ (5) Exit Lanes – SKIDATA Lite.Gates
- ☐ (5) Exit Barriers with Straight Arms – SKIDATA Barrier.Gates
- ☐ (5) Pay-on-Foots
 - o (3) Easy.Cash – Cash and Credit
 - o (2) Credit.Cash – Credit only
- ☐ Server located in parking Office at main exit plaza (Sever operates both Transportation and Municipal)
- ☐ MPS/Control Center for operation of the garages and reporting

Municipal Garage:

- ☐ (1) Dedicated Entrance – SKIDATA Power.Gate
- ☐ (1) Dedicated Exit – SKIDATA Lite.Gate
- ☐ (1) Reverse Entrance/Exit:
 - o Entrance – SKIDATA Power.Gate
 - o Exit – SKIDATA Lite.Gate
- ☐ (1) Pay-on-Foot – Easy.Cash – credit and Cash

Monthly Parking:

The City has two (2) fee based general public parking facilities. City employees pay a monthly fee for non-transferrable parking privileges, using controlled access (proximity) cards.

2.04 TERM

This Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2022. At the sole discretion of the City of Dayton, this Agreement may be renewed up to five (5) additional annual renewal periods. Any such renewal shall be in writing and executed by a duly authorized representative of each party to this Agreement.

2.05 PROPOSER QUALIFICATIONS

1. Proposer shall be regularly and continuously engaged in the business of providing professional parking management services with the relevant and relative experience managing operations of similar scope and size as identified and described in this RFP for an initial term of no less than five (5) years.
2. Bidder shall possess and maintain all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

2.06 USE OF PREMISES

1. Vendor shall manage and operate the Public Parking Facilities in accordance with the provisions contained herein and in strict compliance with any applicable City of Dayton policy, procedure and legally enforceable law, ordinance, rule or regulation, issued by any competent governmental authority having such jurisdiction. Vendor shall not use or allow the Public Parking Facilities to be used for any improper, immoral, or unlawful purpose. Vendor agrees to not conduct or permit any commercial operation on the City premises unless otherwise authorized by the City of Dayton.

2.07 RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS OF VENDOR

City of Dayton shall pay the Operator a fixed fee that is to be agreed upon before the execution of the Agreement. The fixed fee will serve as the full and complete compensation under this Agreement. City of Dayton shall pay 1/12th of the annual management fee to Vendor monthly, no later than the twentieth (20th) day of each month, and in such form as mutually agreed. The City of Dayton shall reimburse the Operator for all operational costs as set forth in section 2.12.

2.08 RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS OF VENDOR

1. Vendor shall manage and operate the Public Parking Facilities in full compliance with the terms of this Agreement and with such energy, fidelity, and diligence as to produce the greatest income to the City of Dayton.
2. Vendor is expected to – and shall fully describe in proposal how it will achieve - routine and regular satisfaction of all established quality assurance and customer service standards adequately, appropriately and reliably to support and facilitate The City of Dayton’s intent to guarantee full contract compliance and total customer satisfaction.
3. Vendor, its agents, and employees shall render the highest possible quality of service to the customers and patrons of the Municipal Garage, Transportation Center, and the general public.
4. Vendor will enter into contracts or agreements, as authorized by City of Dayton, with the merchants and business operators in the Downtown Business District, to best satisfy parking needs and to best leverage the parking market Any such contract or agreement shall not go into effect until approved by the City of Dayton.
5. Vendor shall maintain a local office. All records pertaining to the City’s Public Parking Facilities must be kept at this location for audit purposes. Said office may not be located at the Municipal Garage or Transportation Center site. Office location must be located in close proximity to the parking facilities.
6. Vendor is required to submit proposed rules, regulations and operating procedures for the operation of the Public Parking Facilities in its proposal with the final, mutually agreed versions executed by both parties at the execution of the agreement. Proposal shall specify proposed method(s) for communicating needed changes, documenting mutually agreed resolutions and implementation plans. The submitted documentation shall be subject to the approval of the City of Dayton prior to its/their effective date(s). City of Dayton may also edit, amend, append, delete, replace and/or promulgate such rules and regulations and operating procedures as determined by the proper officials of the City to be in the best interests of the City of Dayton.
7. Vendor is required to submit an annual operating budget to the City of Dayton for the first year in its proposal to the City and, thereafter, no later than May 30th of each subsequent year (for the following/upcoming annual period) included in this Agreement. The annual operating budget shall set forth all forecast/planned revenues, routine operating and capital expenditures, and dispositions of capital assets located at the Public Parking Facilities, describing each by functional purpose and specific maximum amounts. The annual operating budget must meet the budgetary requirements of the City and is subject to review and approval by the City of Dayton.
8. Vendor shall deposit all receipts within a 24-hour period; excluding holidays and weekends, in the City Treasury, as directed by the City Accountant. Vendor shall be responsible for the safekeeping, storage and transportation of said receipts until they are delivered to and accepted by the City Treasurer.

Deposits for holiday and weekends shall be made by Vendor on the next business day, which is not a holiday or a weekend day.

9. Vendor shall post accounts receivable, maintain billings, collections, accounts payable records and accounting controls; audit deposits, parking tickets and reconcile bank accounts; perform all payroll functions including filing Social Security, withholding federal, state and local tax, and payment of Worker's Compensation; keep and submit such other reports as may be required of employers by federal, state or local governments. Operator shall keep accurate records, books and accounts in a manner acceptable to the City of Dayton and in accordance with generally accepted accounting principles. The City of Dayton shall have the right to examine and audit such records, books and accounts at any reasonable time and as often as desired. Vendor shall prepare and submit to the City of Dayton by the 20th day of the following month, a monthly Profit and Loss Statement relative to the operations of each facility (separately/distinctly) and a verified statement of net receipts for the previous month.
10. Vendor shall supply a list of all paid and unpaid parking cards and a list of all validated parking cards used for exiting the facility during the month with approved reason codes indicated for any/all unpaid parking fees. List shall include the name of the approving department, hours, and the date of use. Monthly, quarterly and annually reporting numbers of such transactions, by reason code, department and date.
11. Vendor will be required to provide methods used to optimize revenues, including a marketing plan for both the Municipal Parking Garage and the Transportation Center Garage.
12. Vendor shall purchase supplies, maintain inventory and inventory controls. Vendor shall remain transparent and agrees to make all purchase (including discount, rebate and mark-up) information available to the City of Dayton upon request in order to ensure that any savings and benefits, including trade discounts and other concessions, shall and do inure to the receipts and financial statements respecting the operations of the Public Parking Facilities.
13. Operator shall maintain high quality security services, including but not limited to, security guards, lighting and emergency call buttons. Management shall also identify and recommend security enhancements in all aspects of the operation of the garages. Proposals shall specify how these requirements are proposed to be satisfied.
14. Operator agrees that no signs or advertising matter shall be displayed or distributed, or permitted to be displayed, on the Public Parking Facilities without the prior consent of the of City of Dayton the Department of Central Services Director, or his/her designee.
15. Excluding City holidays, Contractor will provide adequate and acceptable staffing at all times of operation. Normal staffing will be as deemed appropriate for the services to be provided and agreed upon by the City. City holidays are as follows:
 - New Year's Day;
 - Martin Luther King Jr. Birthday;

- Good Friday;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving
- Day After Thanksgiving
- Christmas Day.
- Day After Christmas

16. As referenced in Section 2.02, Contractor will be responsible for the cleaning of each of the assigned parking facilities three (3) times per week. This cleaning includes sweeping, removal of debris, and garbage. Additionally, Contractor will be responsible for power washing (appropriate surfaces of) each facility on a quarterly basis. This includes the cleanup of grease and oil spots throughout the facilities. The areas required to be cleaned include:

- Parking stalls;
- Aisles;
- Pedestrian ways;
- Vehicular entrances and exits; and,
- Stairwells

2.09 IMPROVEMENTS

- 1 The vendor shall make improvements on and install equipment as directed by the City of Dayton. The vendor shall be reimbursed for the costs by the City of Dayton upon the same basis as provided herein for other reimbursements. No reimbursement of costs shall be made until the said improvement has been completed and the final approval has been given by the City of Dayton. All such improvements, installations and/or equipment shall be/become upon final installation, acceptance and approval by the City the exclusive property of the City of Dayton. The Vendor shall maintain, at its sole cost and expense, the automated parking system (e.g., ticket spitters, ticket readers, etc.).
- 2 Upon the approval of the City of Dayton, the Vendor may make other improvements and/or install equipment at its sole cost and expense without reimbursement. Unless otherwise agreed upon in writing between the vendor and City of Dayton, No such improvement and/or installation of equipment shall be commenced until the plans and specifications have first been approved and authorized by, and thereby become the exclusive property of the City of Dayton. The City of Dayton's determination as to what is considered an improvement shall be final.
- 3 Except as set forth above, all buildings, facilities, improvements, trade fixtures, appliances, and installations of every nature shall be subject to prior approval and authorization by the City of Dayton

and upon installation shall become and thereafter remain the sole and exclusive property of the City of Dayton . Upon termination of this Agreement, Vendor agrees to deliver possession of the premises including all improvements in good and working condition essentially in same condition as received, or installed, excepting normal wear and tear, to the City of Dayton.

2.10 HOURS OF OPERATION

- 1 If at any time during the term of this Agreement, it becomes necessary or desirable for the Vendor to temporarily close all or part of the Public Parking Facility, or if it should be desirable to establish alternative hours of operation/closing, Vendor shall submit to the City of Dayton a proposed revised schedule with rationale/justification for proposed changes, which shall be subject to the City's approval. Hours of operations shall not be altered, changed, deviated from except upon the express approval of the City of Dayton, and shall continue in duration only for as long as City of Dayton shall agree and authorize.

2.11 CAPITAL BANK ACCOUNT

- 1 During the term of this Agreement, Vendor shall maintain a working capital account at Fifth Third Bank in the City of Dayton, Ohio. The capital account shall, at all times, contain a sum sufficient to pay all the expenses and other obligations reasonably anticipated/forecast to be required to be paid by Vendor during the next sixty (60) days. This working capital account shall be carried as part of the accounting system of respective operation(s). The Vendor shall deposit the reimbursements for expenses received from the City of Dayton into this working capital account. The only withdrawals from the working capital account shall be to pay the necessary operating expenses and other items required to be paid by the Operator, which is provided herein or as otherwise approved by the City of Dayton.

2.12 EXPENSES

- 1 Operator agrees to pay all expenses in connection with the operation of the Municipal Parking Garage and Transportation Center including but not limited to:
 - Salaries of all employees;
 - All operating expenses;
 - Permit fees;
 - License fees;
 - Assessments lawfully levied or assessed upon the entire premises or structures or improvements at any time situated thereon;
 - All utilities directly attributable to the Public Parking Facilities including telephone costs;

- Costs of supplies;
 - All record keeping;
 - All employees' payroll deductions,
 - Bonding and Worker's Compensation;
 - Public liability insurance;
 - Security;
 - All other costs connected to this Agreement and in the operation of the Public Parking Facilities.
- 2 Operator shall pay all maintenance costs for the Municipal Parking Garage and Transportation Center Garage, including but not limited to:
- Parts and labor;
 - Electrical systems maintenance, repairs and replacements;
 - Mechanical systems maintenance, repairs and replacements;
 - Plumbing systems maintenance, repairs and replacements,
 - Drainage, water and sanitary systems maintenance, repairs and replacements;
 - Accounting and cash equipment systems maintenance, repairs and replacements;
 - Office furniture and equipment maintenance, repairs and replacements;
 - Heating and air conditioning systems maintenance, repairs and replacements;
 - Intercom and communications (including tele and data communications) systems maintenance, repairs and replacements;
 - Non-electrical facilities and signage systems maintenance, repairs and replacements ;
 - Other, relevant equipment/systems of any kind not specifically enumerated above, yet necessary to successful operations maintenance, repairs and replacements;
 - Elevator(s)
- 3 The City of Dayton shall reimburse the Operator, subject to the limits of the approved budget, the following operating expenses, which include, but are not limited to:
- Salaries and wages;
 - Social Security taxes;

- Unemployment compensation taxes;
 - Other taxes usually paid by the employer for the employees;
 - Permit fees;
 - License fees and assessments lawfully levied or assessed upon the Municipal Parking Garage and Transportation Center, structure or improvements;
 - Utility charges and costs;
 - Charges directly attributable to the operation of the Municipal Parking Garage and Transportation Center Garage;
 - All maintenance costs including parts and labor, electrical, mechanical, plumbing, drainage, water and sanitary, and other maintenance costs directly attributable to the operation of the Municipal Parking Garage and Transportation Center Garage;
 - Uniforms and laundry service;
 - Operating equipment and consumable supplies;
 - Costs of insurance required pursuant to any agreement resulting from this RFP;
 - Management fees are not reimbursable;
- 4 City of Dayton shall reimburse Vendor, as set forth above, provided that no contract or obligation involving an expenditure of more than One Thousand Dollars (\$1,000.00) for supplies or repairs shall be entered into by the Vendor without first obtaining City of Dayton's approval and authorization. For all other reimbursable operating expenses, the Vendor shall not incur any obligation(s) exceeding One Thousand Dollars (\$1,000.00), without first obtaining the approval and consent of the City of Dayton.

2.13 PERSONNEL

- 1 Vendor shall staff and employ a sufficient number of thoroughly trained employees to effectively operate the Municipal Parking Garage and Transportation Center Garage and provide adequate security. Said employees shall be continuously attired in uniforms at all times while working on the parking premises. Vendor shall be responsible for the conduct of its employees at all times and agrees to replace any employee whose conduct the City of Dayton determines to not be to the best interests of the City of Dayton. It shall be the duty of the Vendor to perform all functions of an employer.

2.14 MAINTENANCE

- 1 Vendor shall, at its sole cost and expense, repair all damage to the Municipal Parking Garage and Transportation Center Garage caused by the Vendor, its employees, agents and independent contractors. Vendor shall maintain the Municipal Parking Garage and Transportation Center Garage in

neat, clean and orderly and organized conditions at all times, and shall regularly remove all debris and waste in accordance with its proposal, or as mutually agreed. Vendor shall maintain the interiors and exteriors of elevators, stairwells, pedestrian walkways including all glass, signs and all appurtenances thereto, in neat, clean, orderly and organized conditions at all times. Vendor shall repair and maintain all lighting fixtures on the premises, including lamp replacements.

- 2 Operator shall supervise, maintain and clean to the satisfaction of the City of Dayton all areas surrounding City Hall and the Municipal Parking Garage, and Transportation Center including but not limited to, pedestrian walkways, sidewalks, curbs, window wells, stairwells, stairways, delivery areas, reserved and public parking areas.
- 3 The City of Dayton shall be responsible to furnish and maintain the proximity card reading/access and surveillance systems, and major structural repairs.

2.15 RATES AND CHARGES

- 1 Vendor shall charge the rates for parking and other uses of the Public Parking Facilities as authorized or directed in writing by the City of Dayton. Vendor shall, prior to the commencement of this Agreement and upon request, submit to the City of Dayton a proposed schedule of parking rates and other charges for the Public Parking Facilities.
- 2 Vendor shall display parking rates for hourly parking at all entrances to the Parking Facility(ies). In the event that parking rates should be changed, Vendor agrees, as expeditiously as possible, to make the proper alterations to said signs. Vendor shall not permit any parking or use of said Public Parking Facilities except upon the payment of the approved rates and charges.

2.16 PERFORMANCE BOND

- 1 On or before the commencement date of this Agreement, the Vendor shall execute and deliver to the City of Dayton, a Performance Bond or Certified Check in the amount of Fifty Thousand Dollars (\$50,000.00). Performance Bond or Check shall guarantee the faithful performance of the provisions of this Agreement during the term hereof and may be used at any time by the City of Dayton should the Operator become deficient in the performance of any obligation of this Agreement.

2.17 INSURANCE AND INDEMNITY

- 1 Operator shall, subject to reimbursement by City of Dayton as provided in ARTICLE X, secure and maintain, during the entire term of this Agreement, comprehensive Garage Keeper's liability insurance in the amount of Five Million Dollars (\$5,000,000.00), which names the City of Dayton, its officers, employees and agents as additional insured's. Said Garage Keeper's policy shall contain a provision that such insurance shall not be cancelled without at least thirty (30) days written notice to City of Dayton. A copy of this policy shall be delivered to City of Dayton upon execution of this Agreement. The Operator also shall, subject to reimbursement, secure and maintain, during the term of this Agreement, insurance protecting against loss of such receipts by reason of burglary, larceny, embezzlement, robbery, or other causes. Such policy of insurance shall name the City of Dayton as co-

insured and a copy of the policy shall be deposited with the City of Dayton. Such insurance policy shall contain a clause against cancellation without ten (10) days advance written notice to the City of Dayton.

- 2 Operator shall defend, indemnify, and hold harmless the City of Dayton against any and all claims for injury or damage to persons or property in any way connected with or arising out of the premises or the Operator's occupancy or use of the premises, or the operation of the Municipal Parking Garage and Transportation Center, or the performance or non-performance of this Agreement.

2.18 DISCRIMINATION

- 1 Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off determination, rates of pay, or other forms of compensation, or selection for training, including apprenticeship.
- 2 It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances (R.C.G.O.) of the City of Dayton constitutes a material condition of this Agreement as fully as if specifically written herein and that failure to comply therewith shall constitute a breach thereof entitling City of Dayton to terminate this Agreement at its option.

2.19 TERMINATION

This Agreement may be terminated by the Operator if any one or more of the following events occur:

1. The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing the use of the premises and for the purposes herein above enumerated.
2. The breach by the City of Dayton of any of the terms, covenants, or conditions of this Agreement to be kept, performed and observed by the City of Dayton, and the failure of the City of Dayton to remedy such breach for a period for thirty (30) days after written notice from the Operator of the existence of such breach.

City of Dayton may immediately terminate this Agreement and enter upon and take full possession of all property, records, bank accounts, assets and all other items connected with said Public Parking Facilities operations, if any one or more of the following occur:

1. If the Operator shall file a voluntary petition in bankruptcy, or if the proceedings in bankruptcy shall be instituted against it and it is therefore adjudicated a bankrupt pursuant to proceedings; or if court shall take jurisdiction of Operator and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Operator's assets is appointed by a court of competent jurisdiction; or if Operator shall be divested of its rights, powers, and privileges under this Agreement by operation of law.

2. If the Operator shall default in or fail to make any payments or accounting or reports at the times and in the amounts as required.
3. If the Operator shall fail to perform, keep and observe all of the covenants and conditions contained in this Agreement, to be performed, kept and observed by it.
4. If the Operator shall fail to abide by all applicable laws, ordinances and rules and regulations of the United States, State of Ohio, or the City of Dayton and the Department of Central Services.
5. If the Operator fails to efficiently operate the Municipal Parking Garage and Transportation Center in such a manner as to pay all operating expenses and other costs connected with the operation of said Municipal Parking Garage, and any other obligations issued to construct said Municipal Garage and Transportation Center, or if Operator should cease operations at any time.

Nothing provided herein shall relieve the Operator of any payments of amounts due or reports up to and including the date of said termination or for damages for the breach of this Agreement.

2.20 RIGHT OF INSPECTION

The City of Dayton and its duly authorized representatives shall have, at any and all times, the full and unrestricted right to enter the premises for the purposes of inspecting such premises and of doing any and all things he or they may be entitled to do under the provisions hereof.

2.21 GENERAL PROVISIONS

Notice: Notices to City of Dayton provided for in this Agreement shall be sufficient if sent by registered mail, postage prepaid, addressed to the Director of Central Services, 101 West Third Street, Dayton, Ohio 45402 or the Director of the Convention Center, 22 West Fifth Street, Dayton, Ohio 45402.

Waiver: No waiver by the City of Dayton of any of the terms of this Agreement to be kept, performed and observed by the Operator shall be construed to be or act as a waiver by the City of Dayton of any subsequent default on the part of the Operator.

Severability: In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained shall constitute a material breach of this Agreement; unless the validity of any such covenant, condition or provision does not materially prejudice either the City of Dayton or the Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

City of Dayton Consent or Approval: Wherever in this Agreement the right of consent or approval of City of Dayton is required or reserved, such consent or approval shall be in writing and shall be executed by the Director of Central Services or his/her authorized representative on behalf of the City of Dayton; such consent or approval shall not be unreasonably withheld.

Entire Agreement: This Agreement is the entire Agreement between the parties and cannot be altered or amended, except as provided herein. This Agreement supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter herein.

Amendment: City of Dayton or Operator may seek to amend this Agreement at any time. Said Amendment shall not be effective unless it makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of each party, and approved by the City of Dayton's Director of Central Services and approved by the City Commission if applicable. Such Amendment shall not relieve or release Operator from its obligations under this Agreement.

Disputes: Operator agrees to the resolution of any dispute that may arise between the Operator and any of the tenants in the vicinity of said Municipal Garage and Transportation Center in accordance with the rules and regulations and operating procedures or, if not covered therein, by submission of the dispute to the City of Dayton for arbitration.

Holding Over: In the event that Operator shall hold over and remain in possession of the Municipal Garage and Transportation Center after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month, which may be terminated at any time by City of Dayton.

Damage/Destruction of Municipal Parking Garage and Transportation Center: In the event the Municipal Parking Garage or Transportation Center is damaged by fire, tornado or other casualty, not caused by the Operator or which could not be prevented by the Operator, and the damages are of such an extent that the operation of the Municipal Parking Garage or Transportation Center cannot continue at fifty percent (50%) of capacity or more and City of Dayton elects not to repair the damage with reasonable diligence, either party may terminate this Agreement upon giving ten (30) days written notice.

No inconsistent tax position: The Operator agrees that it is not entitled to and will not take any tax position that is inconsistent with its being a service provider to the City of Dayton with respect to the Public Parking Facilities.

Payment Card Industry ("PCI") Compliance: Bidder/proposer (Offeror) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. Any and all computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Vendor shall provide and shall maintain compliant PCI compliance reporting Attestation(s) of Compliance (AOC) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Offeror.docx?agreement=true&time=1493826893795)

Select one of the following and initial on the adjacent line:

[] Not Applicable (N/A) _____

[] Offeror reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC's are attached to demonstrate satisfaction of these requirements at time of offer to the City of Dayton

2.22 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

The pricing provided shall include but not be limited to the following:

1. A detailed cost proposal that shall include all costs of performing pursuant to a resulting contract; and
2. All costs provided are subject to negotiation.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) in order to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on June 30, 2022, whichever date is earlier. There shall be additional 5, 1-year renewal options, which shall allow for a total contract time to be viable through June 30, 2027. Each options year shall be agreed upon in writing by both parties as that 1-year renewal period becomes viable.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Performance BondContractor shall be required to obtain a Performance Bond, at Contractor's expense, in an amount not less than \$50,000.00, or such other amount as approved by the City, as a condition to award of a contract. Said bond is to be delivered to the Manager of Accounting and Treasury prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.
- (7) Garage Keepers Liability Insurance in the amount of \$5,000,000.00 per Section 2.17.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be immediately terminated in the event of or under any of the following circumstances:

1. A receiver for Contractor's assets is appointed by a court of competent jurisdiction.
2. Contractor is divested of its rights, powers, and privileges under this Agreement by operation of law.

3. Contractor's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Contractor to remedy such failure within thirty (30) days from the date of written notice from City.
4. Contractor's violation of any applicable federal, state, or local law applicable to the Project and construction thereof and Services required by this Agreement.
5. If, prior to the receipt of any funding from City hereunder and upon giving thirty (30) days prior written notice, Company desires to terminate this Agreement.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor.

In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
 Address: _____
 City, State Zip Code _____
 Attention: _____
 Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Purchasing
Parking Garage Management
RFP No. 17041MW
05/2017

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:

Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

--

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-####-####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Purchasing
Parking Garage Management
RFP No. 17041MW
05/2017

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 17041MW. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Purchasing
Management of Parking Garages
RFP No. 17041MW
05/2017

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

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